



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

May 22, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

- a) [Recognize Silver Awards – Girl Scouts](#)

PUBLIC COMMENTS

1. SCHEDULE

- a) [Board Reorganization](#)
- b) [David Muradian: Budget Update](#)

2. RESIGNATION

- a) [John Daniel Graham, Planning Board Member](#)

3. APPOINTMENTS

Board of Selectmen

- a) [Economic Development Commission: Morgan Smith, Member of the Business Community](#)
- b) [Open Space & Recreation Committee: Dawn Geoffroy](#)

Town Administrator

4. NEW BUSINESS

- a) [Vote to Sign: Intermunicipal Agreement, City of Worcester - Amended](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

- a) [Memo from Finance Committee: Auditing Services for the Town of Grafton](#)
- b) [Memo from the Finance Committee: Town of Grafton Debt Policy](#)

7. DISCUSSION

- a) Tentative School Committee Budget Committee Meetings
- b) Brook Padgett Continuation of Service on Library Building Committee as Selectmen Representative
- c) Planning Board Appointment Process
- d) 20 Creeper Hill Road Property Options

8. MEETING MINUTES

- a) April 17, 2018
- b) May 01, 2018

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

ANNOUNCEMENTS: RECOGNIZE SILVER AWARDS - GIRLSCOUTS

If the Board so chooses to sign the proclamation:

I MOVE the Board sign each Silver Award Proclamation for our Grafton recipients.

NOTES:

The Silver Award is the highest achievement that a girl in grades 6-8 can earn in Girl Scouting. We will have proclamations prepared for the Board to sign. Please stop by the office by Tuesday, May 29th to sign the proclamations, then they will be mailed to the Girl Scouts of America to be presented at the awards ceremony on June 12th.

Recognize the Girl Scouts of Grafton who will be receiving this year's Silver Award.

The Silver Award is the highest achievement that a girl in grades 6 through 8 can earn in Girl Scouting. This is a significant accomplishment as earning the award requires many years of challenge and commitment to service, leadership, career exploration and take action projects. Recipients must demonstrate ability and skill in goal setting, planning, implementation, relating to others, and creating a project which will benefit the greater community.

This year's recipients from Grafton are:

- Olivia Buffone
- Sophia Coldwell
- Veda Dave
- Triniti Petruzzelli
- Brinna Smith and
- Elizabeth Torteson

In recognition of this achievement, the Selectmen will be signing proclamations for each Girl Scout and the Board congratulates them for this amazing accomplishment.

MOTION:

I make a motion for the Board of Selectmen to sign each Silver Award Proclamations for our Grafton recipients.

- ✓ A sample proclamation is attached, I will need members to stop by the by Tuesday, May 29th to sign the proclamations. Then, I will mail them to the Girl Scouts of American to be presented at the awards ceremony June 12th.
Thanks, Cindy



girl scouts
of central and western
massachusetts

April 2018

Girl Scouts of Central
and
Western Massachusetts

301 Kelly Way
Holyoke, MA 01040-
9768

81 Gold Star Boulevard
Worcester, MA 01606-
2813

800-462-9100 (within
MA)
413-584-2602 (outside
MA)

Town Administrator of Grafton
30 Providence Road
Grafton, MA 01519

Dear Town Administrator of Grafton,

I am writing on behalf of Girl Scouts of Central and Western Massachusetts, Inc. to ask you if you would please consider sending us a congratulatory message of commendation from you to the Girl Scouts who have earned the prestigious Girl Scout Silver Award.

The Silver Award is the highest achievement that a girl in grades 6-8th can earn in Girl Scouting. This is a significant accomplishment as earning the award requires many years of challenge and commitment to service, leadership, career exploration and take action projects. Recipients must demonstrate ability and skill in goal setting, planning, implementation, relating to others, and creating a project which will benefit the greater community.

We are proud to present for your consideration these Silver Award Girl Scouts on the attached sheet. The work of these young women is a lasting gift of service to their communities. Each Girl Scout listed that is highlighted is a member of your constituency. The remaining Girl Scouts are other members of Girl Scouts of Central and Western Massachusetts who have earned the Silver Award this year. I leave it to your discretion as to whether you wish to write notes to only your constituents or all of our recipients.

We will be honoring the Silver Award Girl Scouts at one of two ceremonies on: Tuesday, June 12, 2018 at 5:30pm at Hadley Farms Meeting House, 41 Russell Street, Hadley, MA; and Thursday, June 14, 2018 at 5:30pm at Mechanics Hall 321 Main St, Worcester, MA. We would be honored to have you join us and recognize our amazing Girl Scouts; please submit RSVP per the enclosed response card.

Please mail commendations to **Girl Scouts of Central and Western Massachusetts, 81 Gold Star Blvd, Worcester, MA 01606, Attn. Tammy Breen by June 1, 2018**. Feel free to call me at 413-584-2602 extension 3608 if you have any questions. Thank you very much for your time and consideration in this matter.

Sincerely,

Tammy Breen
Special Events and Project Manager

PROCLAMATION

Girl Scouts of Central and Western Massachusetts

- Whereas, Brinna Smith is a member in excellent standing in the Girl Scouts; and,
- Whereas, the Silver award has appreciatively been bestowed upon Brinna Smith, the highest award given to young ladies of grades 6 through 8; and
- Whereas, Brinna Smith has enthusiastically contributed numerous hours working towards attaining this notable award; and
- Whereas, Brinna Smith took on many challenges and showed her persistent dedication to achieve this award, the highest accomplishment among her grade level, those who participated in Girl Scouting.
- Whereas, Brinna Smith characterized and demonstrated her ability and goal setting skills along with planning implementation, in order to create a project which ultimately benefitted the greater community; and
- Whereas, Brinna Smith has made known that ambition, commitment, hard work and indisputable compassion for her community gained her immeasurable lifelong learning skills; and

NOW THEREFORE, the Board of Selectmen, of the Town of Grafton wishes to congratulate you on your achievement with the Girl Scouts.

Given this 22nd day of May, 2018

Grafton Board of Selectmen

Bruce Spinney, III

Sargon Hanna

Jennifer Thomas, Clerk

Craig Dauphinais

Edward Prisby

ITEM 1A: SCHEDULE: BOARD REORGANIZATION

NOTES:

The Board will make its annual appointments for Chairman, Vice Chairman and Clerk.

ITEM 1B: SCHEDULE: DAVID MURADIAN: BUDGET UPDATE

NOTES:

Mr. Murdadian will be in attendance to discuss budget updates with the Board.

ITEM 2A: RESIGNATIONS: PLANNING BOARD – JOHN DANIEL GRAHAM

I MOVE the Board accept the resignation of John Daniel Graham from the Planning Board.

NOTES:

Daniel Graham has been serving as Clerk on the Planning Board since his election in May of 2017. He submitted his resignation on May 9th, effective immediately.

May 9, 2018



Planning Department, Town of Grafton, Massachusetts

RECEIVED

MAY - 9 2018

**PLANNING BOARD
GRAFTON, MA**

I, John Danie Graham of [REDACTED], Grafton, do hereby resign my seat on the Planning Board of the Town of Grafton, effective immediately.

Signed,
John Daniel Graham

A handwritten signature in black ink, appearing to read "J. D. Graham", followed by a horizontal line.

RECEIVED TOWN CLERK
GRAFTON, MA
2018 MAY - 9 PM 1:54

ITEM 3A: APPOINTMENTS: BOARD OF SELECTMEN: ECONOMIC DEVELOPMENT COMMISSION: MORGAN SMITH, MEMBER OF THE BUSINESS COMMUNITY

If the Board so chooses to make this appointment:

I MOVE the Board appoint Morgan Smith to the Economic Development Commission as a Member of the Business Community.

NOTES:

Ms. Smith is a current business owner in Grafton and has her B.S. from the University of Main. She has also worked for municipalities in the past.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: April 26, 2018

Name: Morgan L. King

Home Address: 55 Waterman St.
N. Grafton 01536

Mailing Address:

Phone Number(s): [REDACTED] - Cell
[REDACTED] - Unspecified

Email Address: [REDACTED]@offthecommonantiques.com

Current Occupation/Employer: Off the Common Antiques

Narrative: Current business owner

B.S. University of Maine

Worked for municipalities in the past.

Board(s) / Committee(s): ECONOMIC DEVELOPMENT COMMISSION



Economic Development Commission

The Economic Development Commission, a seven-member committee, is an ad hoc commission reporting to the Board of Selectmen that advises the Board of Selectmen and the Planning Board on economic development matters. The Commission is based on broad representation from various departments, committees and individuals throughout the Town Of Grafton. The Committee's purpose is to promote sustainable economic development and to assist the Board of Selectmen and the Planning Board in the implementation of the town's economic goals and objectives. The committee was first created on October 1, 1991. The most recent revision to the committee charge was completed September 20, 2016.

Members of the Commission

The membership of the commission is:

- 2 Members of the Business Community*
- 1 Member at Large/Member of the Business Community*
- 2 Members at Large
- 1 Board of Selectmen Member
- 1 Finance Committee Member
- 7 TOTAL

Charge of the Commission


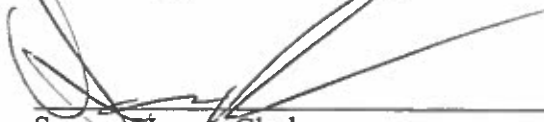

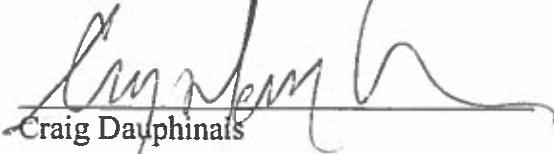
- to conduct meetings related to economic development for the Town of Grafton utilizing Massachusetts General Laws to steer the committee process
- to create and manage the Town approved Commission budget
- to explore, inform and recommend to the Board of Selectmen and Planning Board action items that might enhance economic development within the community. The Commission should request permission of the Board of Selectmen to sponsor legislative articles impacting local economic development and speak to articles at town meeting that impact economic development of the community.
- to make the public aware of the Commission and its mission
- to maintain contact with the business community within the Town of Grafton and its environs
- to maintain community membership in Chamber(s) of Commerce
- to express concerns of the business community to the elected Boards
- to collaborate with Town staff on projects, as the Commission is able, at town staff direction

Calendar for the Commission

The Commission should meet at a minimum at least quarterly. The Commission should meet at least monthly during times when they are considering recommending the adoption of regulations or laws concerning economic development enhancement.

*With a physical business location in Grafton

BOARD OF SELECTMEN


Jennifer Thomas, Chairman
Bruce Spinney, III, Vice Chairman
Sargon Hanna, Clerk
Brook Padgett
Craig Dauphinals

*With a physical business location in Grafton

ITEM 3B: BOARD OF SELECTMEN APPOINTMENTS: OPEN SPACE & RECREATION COMMITTEE: DAWN GEOFFROY

If the Board so chooses to make this appointment:

I MOVE the Board appoint Dawn Geoffroy to the Open Space & Recreation Committee as the Grafton Land Trust Representative.

NOTES:

Dawn is the Vice President of the Grafton Land Trust and would like to serve as the rep for the Open Space and Recreation Committee.

Cindy Ide

From: bosgroup@graffon-ma.gov on behalf of Geoffroy Dawn
Sent: Wednesday, May 09, 2018 10:50 AM
To: bosgroup@graffon-ma.gov
Subject: Open Space Committee

Good day,

Please appoint me as the Grafton Land Trust representative for the Open Space & Recreation Plan committee.

Please let me know if you need any additional information from me.

Dawn Geoffroy
Cell: [REDACTED]
Sent from my iPhone

NEW BUSINESS ITEM 4A: VOTE TO SIGN: INTERMUNICIPAL AGREEMENT, CITY OF WORCESTER - AMENDED

If the Board so chooses to approve the contract:

I MOVE the Board vote to sign the amended Intermunicipal Agreement with the City of Worcester.

NOTES:

Per the Boards discussion on April 17, 2018, this contract has been amended to allow the Town to assess its use of Title V services after the initial six months of the Term along with the ability to request an Amendment to the Agreement as set forth in Section 14 of the agreement.

**INTERMUNCIPAL AGREEMENT BY AND BETWEEN
THE TOWN OF GRAFTON AND THE CITY OF WORCESTER**

This Agreement dated the ____ day of _____, 2018, by and between the city of Worcester ("City"), a Massachusetts municipal corporation having a usual place of business at 455 Main Street, Worcester, Massachusetts 01608, acting by and through its Department of Health and Human Services, Division of Public Health ("Division"), and the town of Grafton ("Town"), a Massachusetts municipal corporation having a usual place of business at 30 Providence Road, Grafton, Massachusetts 01519, acting by and through its Board of Selectmen. (collectively, the "Parties")

WITNESSETH THAT:

WHEREAS, the Town desires to have the City, by its Department of Health & Human Services, Division of Public Health ("Division"), provide it with certain public health services; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 4A, as evidenced by its execution by the Board of Selectmen of the Town and the City Manager of the City, as authorized by the City Council (copy of vote attached hereto);

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. **Term.** The term of this Agreement shall commence on July 1, 2018, and shall expire on June 30, 2021, unless earlier terminated as set forth herein. On or before January 31, 2021, the parties shall review this relationship and jointly agree on whether the Agreement will be extended and on what terms beyond June 30, 2021.
2. **Scope of Work.** The City through its Division will provide to the Town certain services associated with the Town's public health efforts, as set forth in G. L. c. 111, acting in an advisory, supervisory and policy development role and also performing the services set forth in Attachment A, attached hereto and incorporated herein. While this Agreement sets forth no specific schedule during which a Division representative will be in Town, a schedule will be established as necessary and will be altered from time to time by mutual agreement.
3. **Grants.** The parties may jointly apply for grant funding to support the public health duties and programs within the scope of this Agreement. If awarded, the parties agree to comply with the applicable requirements. The parties further agree to comply with such grant terms and conditions in effect at the time of the execution of this Agreement until such requirements are fully satisfied.
4. **IMA Meetings.** The parties agree to work collaboratively with other municipalities that have entered into intermunicipal agreements with the City for provision of public health services. This collaborative relationship will be facilitated in part through IMA meetings, as set forth in Attachment B, which is incorporated herein.
5. **Central Massachusetts Regional Public Health Alliance.** The parties acknowledge that, as of the date of the execution of this Agreement, no district has been established pursuant to G.L. c. 111, §§

27A-27C, or otherwise. The parties' use of the name "Central Massachusetts Regional Public Health Alliance" (CMRPHA) is intended only to promote collaboration and community engagement among the municipalities within the context of this IMA. Authority to apply for funding, enter into contracts, set policy and promulgate regulations remains vested in each municipality, in accordance with their local laws and the laws of the Commonwealth. The parties acknowledge and agree that they have entered into this Agreement solely in their respective capacities as Massachusetts municipalities.

6. Director of Public Health. The Town Board of Health will designate the Department's Director pursuant to G. L. c. 111, § 30. Should the Department's Director not be available, then the City will identify an alternate appointment. Understanding that the work necessary may involve various areas of expertise, the Department will be responsible to assign one of its own person or persons to the work undertaken under this Agreement.

7. Contract Sum. The Town will pay the City for services under this Agreement:

- (i) the sum of \$8,368.70 per month, total sum of \$100,424.40 for the period of July 1, 2018 through June 30, 2019;
- (ii) the sum of \$8,536.08 per month, total sum of \$102,432.96 for the period of July 1, 2019 through June 30, 2020;
- (iii) the sum of \$8,706.80 per month, total sum of \$104,481.60 for the period of July 1, 2020 through June 30, 2021.

The payment shall be for all services rendered and is inclusive of all mileage expenses. The Division shall provide to the Town a monthly statement of services provided in a manner compliant with G.L. 40, § 4A.

The Town intends to assess its use of Title V services after the initial six (6) months of the Term; if desired, the Town may request an Amendment to this Agreement as set forth in Section 14 of this Agreement.

8. Employees. Notwithstanding any appointment or designation made in accordance with G.L. c. 111, § 30, no employee of either party shall become an employee of the other party due to the services, administration, oversight or any other activities arising from or related to this Agreement.

9. Liability. If any loss or damage is incurred by either party as a result of breach of contract, negligence or an intentional act of the other (whether by its officers, employees, or agents), the damaged party shall have the any and all rights and remedies against the other party as may be available at law or equity. By entering into this Agreement, the parties expressly do not waive any governmental immunity or limitation of damages which may be extended to them by operation of law.

10. Termination. This Agreement may be terminated by either party for any reason or no reason on sixty (60) days written notice to the other. The parties shall equitably adjust any payments made or due relating to the unexpired portions to the Term following such termination. In the event the Agreement is terminated, whether for cause or convenience, said termination shall not affect the rights or remedies of either party against the other arising prior to termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and the Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. The Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of the Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

To the City. Any notice to the City hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

Director
Division of Public Health
Department of Health & Human
Services
25 Meade Street
Worcester, MA 01610

With a copy to:

Edward M. Augustus, Jr., City Manager
City Hall - Room 306
City of Worcester
455 Main Street
Worcester, MA 01608

To the Town. Any notice to the Town hereunder shall be delivered by hand or sent by certified mail, return receipt requested, postage prepaid to:

Board of Selectmen
30 Providence Road
Grafton, MA 01519

With a copy to:

Timothy P. McNerney, Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein. To the fullest extent allowed by law, this Agreement is not intended to confer third party beneficiary status on any person.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLO

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

CITY OF WORCESTER

TOWN OF GRAFTON

Recommended:

Matilde Castiel, MD
Commissioner, Dept. Health &
Human Services

Name:
Chair, Board of Selectmen

Approved:

Edward M. Augustus, Jr.
City Manager

Name:
Selectmen

Approved as to form:

Name:
Selectmen

Assistant City Solicitor

Name:
Selectmen

Name:
Selectmen

Attachment A
SCOPE OF SERVICES

In general terms, the Town, at least in part by its Board of Health ("BOH") will maintain its policy and legislative role, will provide all clerical support and perform any services and activities not expressly identified as being provided by the City. The City, by its Department of Health & Human Services, Division of Public Health ("WDPH") will provide specified public health inspections as well as certain advisory, supervisory, policy development services.

In situations where conflicting priorities occur, including but not limited to large scale public health emergencies (which are within the jurisdiction of local board of health), requests for assistance by the Town will be coordinated and prioritized through direct communication between the City Manager of Worcester and the Town Administrator of Grafton. However, in the event of an emergency impacting both Parties, the City may prioritize the safety of its employees, citizenry and property as they deem appropriate.

The following table identifies the services to be provided by the WDPH. The WDPH shall not be required to provide any services not identified in this Exhibit A. Some of the responsibilities of the town are also identified for purposes of clarification, but such identification is not inclusive.

The Town will reasonably coordinate with and assist the WDPH's employees in order to facilitate the efficient provision of the services identified below. Without limiting the generality of the foregoing, the Town shall designate a liaison to serve as the contact person for this IMA.

The Parties acknowledge and agree that the services identified below presume that the City and the Town will receive such support and assistance from other local, state and federal agencies, including but not limited to the Massachusetts Department of Public Health ("MDPH"), Massachusetts Department of Environmental Protection ("MDEP"), U.S. Environmental Protection Agency ("EPA"), U.S. Center for Disease Control ("CDC"), as is usual and customary for local boards of health.

Notwithstanding any provision to the contrary, the services under this Agreement do not include legal representation, financial or budgetary advice, or advice regarding any personnel matter. The Town acknowledges and agrees that the WDPH services are intended to be provided by the available WDPH workforce, and that City shall not be required to provide any consultant, contractor or other expert, including but not limited to licensed site professionals.

Town of Grafton	City of Worcester
Administration, Policy, and Budget	
<p>Distribution of all public health messaging to town residents via town website and other available outlets e.g. social media, cable access and by posting supplied information, for example, at town hall and library.</p> <p>Process all required local permits, including but not limited to, food permits, tobacco permits, septage haulers, etc.; Respond to public inquiries about the permitting procedure.</p> <p>Provide inspection forms required for environmental health inspections and adjust as necessary in the effort to standardize contents among the Alliance partners.</p> <p>Post agenda, record and file minutes of BOH.</p> <p>Provide the WDPH with information and data as it requests regarding the annual report, including to data pertaining to the number of inspections and complaints for the applicable year; format and submit annual report.</p>	<p>Provide seasonal public health information to support public messaging/notices, as needed, for example, West Nile Virus, influenza and similar seasonal health communications, and emerging issues reports and notices from the MDPH or the CDC.</p> <p>Provide direction and public health information for public inquiries received by the BOH office.</p> <p>Assist BOH to implement standardized policies and procedures based on Public Health Accreditation Board standards.</p> <p>Provide BOH advice regarding public health policy, as requested.</p> <p>Assist BOH to draft policies/regulations/updates as requested.</p> <p>Attend BOH meetings, as requested. Prepare annual town report for submission to BOH for its consideration.</p> <p>Provide medical director advice for BOH for public health issues, as funding permits.</p>
Environmental Health	
<p>Submit incoming complaints and requests for inspection to WDPH staff via standard protocol, established by the Parties.</p>	<p>Conduct retail food inspections and investigate food complaints relating to public health in accordance with the applicable provisions of the 105 CMR 561 and 590, G.L. c. 111, Sec. 127A, and the U.S. Food and Drug Administration Food Code; investigate food complaints.</p> <p>Perform necessary plan reviews and related inspections on either new or existing on-site waste-water disposal systems in accordance with 310 CMR 15.000. This includes perc test, plan review, inspections and tank abandonment.</p> <p>Investigate housing complaints as required by 105 CMR 410 and G.L. c. 111.</p> <p>Investigate nuisance complaints as required by G.L. c. 111.</p> <p>Conduct inspections of tanning establishments as required by 105 CMR 123.</p> <p>Conduct inspections of recreational camp as required by 105 CMR 430 and G.L. c. 140, Secs. 32B-32E.</p>

	<p>Conduct inspections of public swimming pool as required by 105 CMR 435.</p> <p>Conduct required preopening inspections for bathing beaches as required by 105 CMR 445 and G.L. c.111, Secs. 55 and 127A; review water testing results and provide advice to the BOH regarding enforcement per applicable laws.</p> <p>Triage public health complaints received by the BOH, including investigation where appropriate.</p> <p>Assist with public health departmental show cause hearings, including serving as hearing officer, if requested; Assist with public health hearings required to be before the BOH, if requested.</p> <p>Enforce violations relating to the above sections to the extent of jurisdiction in the housing court (only inspector provided; no legal representation or expert witness), as required by statute.</p> <p>Submit annual food inspection reports to MDPH per 105 CMR 590.010(F).</p> <p>Prepare additional reports for MDPH and/or MDEP, as required.</p>
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Public Health Nursing and Epidemiology

<p>Publicize annual immunization clinics by posting supplied information, for example, on social media, town website, and at town hall and library.</p> <p>Facilitate City's access to MAVEN (Massachusetts Virtual Epidemiologic Network), if needed, for purposes relating to this Scope.</p> <p>Immediately notify WDPH Director of any clinically suspected or confirmed case of tuberculosis in the town, and continue to promptly communicate information and requests as may be received by the BOH.</p> <p>Immediately notify WDPH Director of any reportable disease about which it has been notified, and continue to promptly communicate information and requests as may be received by BOH.</p>	<p>Compile and submit annual flu clinic roster billing information to insurance billing agency to facilitate reimbursement to town, as requested.</p> <p>Coordinate and staff annual flu immunization clinics, as requested, as funding allows.</p> <p>Manage tuberculosis cases about which WDPH becomes aware in accordance with applicable provisions of G.L. c. 111, and, 105 CMR 300, 105 CMR 350, 105 CMR 365.200, and the available guidelines from MDPH. Services include the duties of a nurse case manager, but do not include isolation or quarantine orders (which typically come from MDPH).</p> <p>Conduct communicable disease case investigations about which the WDPH becomes aware in accordance with the applicable provisions of 105 CMR 300, G.L. c. 111, and the available guidelines from MDPH.</p> <p>Recommend voluntary isolation and quarantine to patients when applicable in accordance with the provisions of G.L. c. 111 and 105 CMR 300.210 and available guidelines from MDPH.</p>
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	<p>Inform the BOH when enforcement for isolation and quarantine orders should be considered by the BOH, expressly subject to the limits below.</p> <p>Notwithstanding the above, in providing services relating to tuberculosis and other communicable diseases, as well as other instances requiring isolation or quarantine, the City shall have no obligation to incur costs or expenses of any kind or nature other than the salary and benefits of WDPH employees. For example, the City shall not be required to pay expenses pursuant to G.L. c. 111, Sec. 116, or make payments pursuant to G.L. c. 111, Secs. 80, 94A- H, or 95, or provide the town with legal representation or expert witnesses/consultants pursuant to 105 CMR 300.210.</p> <p>Provide annual Communicable Disease Report for BOH review.</p>
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Community Health

<p>Assist in the identification of and facilitate the connection with appropriate community stakeholders to support community health initiatives by providing a list of organizations, individuals, and agencies that may be interested in health (e.g. schools, law enforcement, social service providers, etc.)</p> <p>Support the distribution of general public health messaging to town residents via town website and other available outlets e.g. social media, cable access, and posting at town hall and library.</p> <p>Provide available information and efficient communication to facilitate WDPH's services.</p> <p>Notify the WDPH Director of the dates and public health subject to health fairs at least thirty (30) days in advance of the event. Work with WDPH Director to identify the public health information that would assist the public health goal of the fair.</p>	<p>Provide a WDPH staff member to attend and assist committees concerning public health issues (e.g. school wellness committee), as capacity allows.</p> <p>Provide general health information in accordance with its annual WDPH communication plan for distribution to town residents (e.g. national preparedness month, substance abuse recovery month, fall prevention day, etc.)</p> <p>Provide retail tobacco inspections, compliance checks, and enforcement orders which may be subject to non- criminal disposition (ticketing) in accordance with local bylaw and MDPH's Tobacco Cessation & Prevention Program (MTCP), G.L. c. 270, Sec. 22, and local regulations; provide technical support for local tobacco control initiatives, all as funding allows. This service does not include police assistance, legal representation or expert witnesses/consultants, unless provided for by MTCP or grant funding.</p> <p>Coordinate regional youth health survey biannually, as funding allows.</p> <p>Engage key stakeholders and residents in community health assessments and community health improvement planning processes, when applicable.</p> <p>Identify community health improvement plan strategies that may be appropriate for implementation in the Town and where appropriate, submit such information to the BOH for its information; As to those specific strategies the BOH wishes to implement, provide guidance for strategy implementation and staffing for implementation, as funding and capacity allows.</p>
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Emergency Preparedness

Identify a Public Information Officer and contact person to work with the City in disseminating emergency communications.

Provide available information and efficient communication to facilitate WDPH's services.

Assist in the identification of and facilitate the connection with appropriate community stakeholders to facilitate WDPH preparation of annual MDPH and CDC mandated PHEP deliverables.

Support overall emergency planning and response activities within the Town. This may include but is not limited to assisting the Town Emergency Management as they establish a local emergency planning committee (LEPC), participate in the regional emergency planning committee meetings (REPC) and in the periodic regional pre and post emergency response meetings.

If the BOH so requests, represent the common interests and concerns of the IMA towns and the City at local, regional, and state emergency preparedness related meetings, trainings, and drills/exercises including but not limited to monthly Region 2 Public Health Emergency Preparedness (PHEP) Coalition meetings.

Prepare for the BOH consideration annual MDPH and CDC mandated PHEP grant deliverables required of the Town, including but not limited to emergency dispensing site (EDS) planning, continuity of operations (COOP), and 24/7 emergency contact information, and if requested by the BOH, submit the same to the appropriate state and federal agencies.

Assist the Town designated Public Information Officer regarding risk communications and emergency public messaging, relating to public health. This may include but is not limited to: drafting and reviewing statements, providing technical advice and linking to additional resources.

If the BOH so requests, represent the common interests of the IMA towns and the City at Institutional Biosafety Committee meetings attended by an employee of the WDPH.

ATTACHMENT B

Intermunicipal Agreement Meetings

1. Purpose

1.1 As of the date of this Intermunicipal Agreement, six (6) central Massachusetts towns have entered into intermunicipal agreements ("IMAs") with the city of Worcester ("City") (hereinafter the City and towns with such an IMA may be referred to as "IMA municipalities") pursuant to which the City has agreed to provide certain public health services. The towns that have such an IMA with the City may be referred to as the "IMA towns".

1.2 The parties wish to establish a mechanism by which the IMA municipalities may meet together to facilitate the efficient, effective and equitable delivery and administration of public health services, in a manner consistent with their respective IMAs. Therefore, the parties agree to adhere to the provisions in this Attachment B with regard to their collective interactions pursuant to their respective IMA and public health services. However, this Attachment B shall not be interpreted to modify the scope of services set forth in Attachments A of this Agreement or any other IMA. Further, the interaction and relationship between the IMA municipalities acting through this Attachment B is not intended to create a public body, as that term is defined in G.L. c. 30A, § 18. Nothing in this Attachment B shall be deemed a waiver or precondition to any legal action to which any IMA municipality may be entitled against another arising out of or related to their respective Agreement.

1.3 This Attachment B shall supersede and replace any prior governance agreement(s) between any or all of the IMA municipalities, including any governance agreement established in January 2012.

2. Representatives

2.1 Each IMA municipality will designate not more than two representatives to attend and participate in IMA meetings ("IMA representatives"). IMA representatives will be selected based on their knowledge, experience and interest in public health issues.

2.2 The IMA representatives will meet regularly and no less frequently than quarterly. Meetings may also be called from time to time as the need may arise. To the extent practicable, each IMA municipality will take turns hosting meetings.

2.3 The City's Director of WDPH ("Director") will, without additional charge, provide the IMA meeting with administrative and other reasonable assistance and will be the keeper of the records for the IMA meetings.

2.4 IMA municipalities may select one of the IMA representatives to preside at IMA meetings on an annual or rotating basis in order to facilitate IMA meetings and prepare meeting agendas.

2.5 The IMA municipalities acknowledge that the IMA meeting shall have no authority to amend any IMA or modify the rights and/or duties of the parties thereto. The IMA meeting has no spending authority or budget. The IMA meeting has no authority to apply for or accept any grant, or enter into any contract. The IMA meeting has no authority to mandate public health policy to any IMA municipality.

3. IMA Meeting Scope.

3.1 The IMA representatives will provide a forum for the IMA municipalities to facilitate and clarify scope of services set forth in the IMAs.

3.2 The town IMA representatives will provide input and feedback to the city that is pertinent to that representative's IMA in order to coordinate and facilitate the continued delivery of high quality public health services pursuant to the IMAs.

3.3 The IMA representatives will further:

- ☐ Identify opportunities for quality improvement relating to the delivery of public health services in IMA municipalities;
- ☐ Engage in the public health accreditation process by providing input and appropriate guidance. This may include but is not limited to participation in the strategic planning process, participation in Community Health Assessments, etc.;
- ☐ Identify strategies to support Division staff in engaging key stakeholders for the promotion of public health programming; and
- ☐ Participate in the annual budget process and discuss matters of financial stability.

3.4 The IMA representatives will reasonably cooperate and act within their respective authority to comply with the requirements of the Massachusetts Department of Public Health and other applicable laws and regulations.

3.5 IMA representatives may invite representatives from local hospitals, schools of public health/allied health representatives, or others within the public health arena. Through such invitees, the IMA meeting may provide a forum by which area colleges and universities, hospitals, non-profit companies and other professionals in the public health fields share information and opinions.

**ITEM 6A: CORRESPONDENCE: MEMO FROM THE FINANCE
COMMITTEE: AUDITING SERVICES FOR THE TOWN OF GRAFTON**

See attached



FINANCE COMMITTEE

Town of Grafton
30 Providence Road
Grafton, MA 01519
(508) 839-5335 x 1167

www.grafton-ma.gov

Date: May 14, 2018

To: Members of the Board of Selectmen

From: Members of the Finance Committee

RE: Auditing Services for the Town of Grafton

Finance Committee has recently discussed the process and auditing services that are annually required and have been performed for the Town by Scanlon & Associates, certified public accountants.

Finance Committee understands that Scanlon & Associates is providing auditing services for the Town through the year ending in June 30, 2018.

Finance Committee is suggesting that it is best practice and in the best interest of the Town to place their Auditing Services out to bid on a revolving basis.

Finance Committee respectfully requests that the Board of Selectmen take immediate action to prepare for the Auditing review process following the June 30, 2018 confirmed services.

smf

CC: Tim McInerney, Town Administrator
Rebecca Meekins, Assistant Town Administrator
Anita Patel, Town Accountant



POLICY OF THE BOARD OF SELECTMEN

Financial Management Policy and Objectives

PURPOSE

It is the policy of the Town of Grafton that financial management is conducted with the objectives of safeguarding municipal funds, protecting the Town's assets and funding municipal services in an efficient, effective and consistent manner that aligns with public policy goals as set forth by the Board of Selectmen.

In adherence to this policy, the Town shall pursue the following objectives:

- To provide effective financial management within the Town that conforms with generally accepted accounting principles (GAAP);
- To provide public confidence in municipal financial management;
- To protect and enhance the Town's credit rating and prevent defaults on municipal debt;
- To provide essential public safety, municipal and education services at the most efficient cost;
- To provide safeguards to ensure the quality and integrity of municipal financial systems;
- To minimize the Town's financial risk due to unforeseen emergencies;
- To protect and maintain the Town's capital assets.

The goal of this financial policy is to control expenditures and build reserves. The policy includes guidelines which are intended to be used by the Town Administrator/ Board of Selectmen and in preparing budgets, by the Finance Committee in reviewing and recommending budgets, and by Town Meeting in evaluating and approving budgets.

The financial policy is intended to be used, and therefore it must be flexible enough to accommodate changing social and economic conditions. It is appropriate for the Town Administrator/Board of Selectmen to review the guidelines each year and, in consultation with the Finance Committee and the School Committee, make adjustments as required. The financial policy is to be used in conjunction with the Debt Policy adopted by the Board of Selectmen in May 2004.

In order to obtain the above objectives, the Board of Selectmen adopts the following policies:

A. ACCOUNTING AND AUDITING POLICIES

1. The Town will utilize accounting practices that conform to generally accepted accounting principles (GAAP) as set forth by the Government Accounting Standards Board (GASB).
2. An annual audit will be performed by an independent public accounting firm on a timely basis.
3. The Town will maintain strong financial controls to ensure compliance with town meeting actions, Town Charter, Town bylaws and state regulations.
4. The Town will strive to produce quality financial statements, capital plans, and annual budget documents, consistent with the Town Charter.
5. The Town will produce timely payroll and accounts payable warrants ensuring that vendors and employees are paid on a regular basis.

B. ANNUAL BUDGET

1. The annual budget should be prepared such that all current operating expenditures will be paid for with current operating revenue. The Town should not fund ongoing operating expenditures with non-recurring revenue sources, such as free cash, stabilization funds, or borrowing. Operating expenses should be supported solely by ongoing recurring revenue sources, including taxes, state aid, local receipts, inter-fund transfers, and fees.
2. The annual operating budget shall include an appropriation to an operating reserve fund. This account shall be used to fund any extraordinary or unforeseen expenses that occur during the fiscal year. The Town Administrator shall approve such requests, and forward them to the Finance Committee. Funds will be transferred from the fund to individual departments only upon the voted recommendation of the Finance Committee.
3. The annual budget process will clearly define management's priorities during the budget cycle after consultation with the Board of Selectmen, and will identify all enhancements and reductions made to each department in order to produce a balanced budget.
4. Operational overrides will be considered in the event that recurring expenses outstrip recurring revenues so that municipal and/or educational services are reduced to an unacceptable level. All other available options, excluding the use of reserves, will be considered in advance of proposing an operational override for consideration by the Board of Selectmen.

C. REVENUE

1. The Town will follow an aggressive and equitable practice of collecting revenues as outlined below.
2. The Town will utilize all available tools to collect revenues including the tax title taking and foreclosure process, license and permit holding/revocation, and Registry of Motor Vehicles marking procedures.
3. The Town will strive to maintain and increase a healthy commercial tax base to supplement residential tax revenues by encouraging economic development.
4. The Town will thoroughly analyze any unexpected and unusual one-time revenue sources before appropriation. One-time revenue sources include unanticipated state funds, legal settlements, sales of town assets, or other one-time revenue sources. These funds should be used toward meeting reserve level goals and capital needs. These funds should not be used for funding general fund operating budget needs.
5. The Town will thoroughly analyze the expected stability of any new recurring revenue sources before appropriation. New, recurring revenue sources include significant new growth, increased state aid or other permanent revenue sources. These funds shall first be considered, particularly in the first year, toward meeting reserve level goals and capital needs before being utilized for funding general fund operating budget needs.
6. The Town shall issue revenue or tax anticipation notes only when cash flow projections indicate that the Town will have insufficient funds to meet its liabilities for a period in time and only as a last option. The notes shall be scheduled for repayment at the end of said period.

D. RESERVES

1. The Town shall maintain adequate reserves to protect the Town from unforeseen, extraordinary needs of an emergency nature. Prudent stewardship of the Town requires such planning and protection for the Town's financial health. Available reserve accounts (Stabilization Funds) should be maintained to provide an alternative to taxes and debt to fund the Town's needs. These reserves provide debt holders with assurance, improve the Town's credit rating and, under extraordinary circumstances act as a cushion against unacceptable service level reductions.
2. The amount the Town has in its reserves balance plays a major role in maintaining and/or improving its bond rating. A sudden decline in reserves may be temporary or a planned event, but a constant decline or reduction in reserves may indicate a problem in meeting current expenditures and revenue

targets, subsidizing the current operating budget, planned capital investments, or utilizing reserves for purposes not planned.

3. The Town shall strive to fund stabilization funds at a minimum of between 5% and 10% of general fund operating revenues. These Reserves will be maintained in various Stabilization Funds.
4. Reserve funds shall be used to provide for temporary financing for unanticipated or unforeseen extraordinary needs of an emergency nature; an unexpected liability created by Federal or State legislation, funding of previous fiscal year expenses, immediate public safety or health needs, opportunities to achieve long-term cost savings, or planned capital investments, and related debt service. Reserves will not be used to fund recurring budget items.
5. The Town shall strive to make an annual appropriation to various Stabilization Funds. Even if a nominal amount, this annual appropriation will demonstrate the commitment to reserves.
6. Funds shall be allocated from reserves only after an analysis and utilization plan has been prepared by the Town Administrator, submitted to the Finance Committee for recommendation, and presented to the Board of Selectmen for inclusion upon the Town Meeting warrant. The analysis shall provide sufficient evidence to establish that the remaining reserve balance is adequate to offset potential downturns in revenue sources and provide sufficient cash balance for daily financial needs; and that conditions exist in future years that will allow for replenishment of reserve funds.
7. Funds shall be allocated each year in the budget process wherever possible, to replace any use of reserve funds during the preceding fiscal year.

E. OFFSET RECEIPTS AND ENTERPRISE FUNDS

1. The Town shall establish and maintain offset receipts and enterprise funds pursuant to MGL Chapter 40, Section 39 and Chapter 44, Section 53F 1/2, respectively, wherever possible in order to ensure annual operation and maintenance needs are met and such services are financed in an equitable manner.
2. The term of debt for offset receipts and enterprise funds generally shall not exceed the useful life of the asset and whenever possible the term will not exceed twenty (20) years.
3. Short-term debt, including tax-exempt commercial paper, shall be used when authorized for interim financing of enterprise fund capital projects. The term of short-term debt shall not exceed five years. Total short-term debt shall generally not exceed ten percent (10%) of outstanding long-term debt.

4. Ongoing routine, preventive maintenance should be funded on a pay-as-you go basis.
5. Rates for offset receipts and enterprise funds shall be designed to generate sufficient revenues to support the full cost (direct and indirect) of operations and debt and provide debt service coverage, if applicable, and to ensure adequate and appropriate levels of working capital. Fees should be reviewed annually in relation to the cost of providing the service.
6. The enterprise funds will maintain adequate working capital to finance operations. In the absence of retained earnings, operations would require a subsidy by the general fund, which would reduce general fund cash available for investment, and consequently reduce general fund revenue. Wherever possible, rates or fees should be increased in order to maintain retained earnings or *Capital Reserve Accounts* at a minimum of ten percent (10%) of that enterprise fund's annual revenues.

F. GIFTS, GRANTS AND OTHER FUNDS

1. All gifts, grants and donations shall be managed and expended so as to comply with the laws, regulations and guidance of the grantor. Such funds will be held by the Town Treasurer in separate *accounts* which will be maintained by the Town Accountant.
2. All user fees and revolving funds shall be managed in compliance with applicable state laws and regulations. User fees will be set so as to generate only the revenue needed to recover the allowable costs of the programs.
3. All gift, grants, fees, and donations shall be evaluated for suitability and consistency with Town policies. They shall also be formally approved and accepted by the Board of Selectmen and/or School Committee.
4. Any gifts, grants or donations with condition determined to be unsuitable for the Town will not be accepted.

G. TRUST FUND MANAGEMENT

1. Trust fund management will be conducted with the objectives of:
 - Conformance to each trust document's specified purpose, legal requirements, and administrative guidelines;
 - Preservation of capital;
 - Maintenance of security of trust funds and investments;
 - Maximization of total return for each trust fund;
 - Efficient disbursement of funds on an equitable basis;

H. INVESTMENT POLICY

1. Collection, deposit and disbursement of all funds will be managed to insure the protection and safety of funds, and to maintain adequate cash flow to meet the Town's needs of operations.
2. The Town will strive to maximize the return on its portfolio, with the primary objectives of safety of principal, liquidity of funds, and maximum yield.
3. The Treasurer will maintain a separate, written, detailed investment policy.

Policy adoption dates:

Reviewed and approved by the Treasurer:

Deborah A. Fox
Name

11/17/10
Date

Reviewed and approved by the Accountant:

William E. Fox
Name

11/16/10
Date

Reviewed and approved by the Finance Committee: 11-15-10

Reviewed and approved by the Town Administrator

[Signature]

11/14/10
Date

Approved: Board of Selectmen

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

11/16/10
Date

Amendment Dates:

H. INVESTMENT POLICY

1. Collection, deposit and disbursement of all funds will be managed to insure the protection and safety of funds, and to maintain adequate cash flow to meet the Town's needs of operations.
2. The Town will strive to maximize the return on its portfolio, with the primary objectives of safety of principal, liquidity of funds, and maximum yield.
3. The Treasurer will maintain a separate, written, detailed investment policy.

Policy adoption dates:

Reviewed and approved by the Treasurer: _____

Reviewed and approved by the Accountant: _____

Reviewed and approved by the Finance Committee: _____

Reviewed and approved by the Town Administrator _____

11/15/2010 dec

Approved: Board of Selectmen _____

Amendments _____

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**ITEM 6B: CORRESPONDENCE: MEMO FROM THE FINANCE
COMMITTEE: TOWN OF GRAFTON DEBT POLICY**

See attached



FINANCE COMMITTEE

Town of Grafton
30 Providence Road
Grafton, MA 01519
(508) 839-5335 x 1167

www.grafton-ma.gov

Date: May 14, 2018
To: Member of the Board of Selectmen
From: Members of the Finance Committee
RE: Town of Grafton Debt Policy

Finance Committee has recently reviewed the attached Finance and Debt policies that were adopted in Grafton beginning with the Debt Policy in 2004. The policies recommend review every 3 years and to our knowledge this is the first review since 2010.

A Finance Committee Policy Subcommittee reviewed and compared the Town's policies with GFOA recommendations and the policies of several surrounding towns.

After review, the Finance Committee determined the existing policies to be adequate and recommends no changes.

Finance Committee recognizes that most of the original signatories of the policies have moved on from the Board of Selectmen.

We respectfully ask that the Board of Selectmen also review and reauthorize these policies with current board membership as you deem appropriate.

smf

CC: Tim McInerney, Town Administrator
Rebecca Meekins, Assistant Town Administrator.



BOARD OF SELECTMEN

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519

Town Of Grafton

DEBT POLICY

A. PURPOSE

This debt policy is intended to provide guidelines for planning major capital projects funded by issuance of debt. It should assist administration in achieving overall fiscal management goals. This policy is not intended to automatically include or exclude any project from consideration. The voters of Grafton will ultimately decide all capital expenditures.

To ensure capital projects and other expenditures are funded without financially overextending the Town through excessive borrowing, this policy was developed using the following guidelines recommended by the Massachusetts Department of Revenue:

1. Determine debt that can be incurred without jeopardizing the Town's credit rating and causing financial hardship;
2. Incorporate affordability guidelines for expenditures;
3. Include review of the Capital Budget Plan; and
4. Indicate appropriate uses for, and acceptable amounts of debt.

B. DEFINITIONS

Capital Improvements Program: A comprehensive list of major improvement projects and purchases that are proposed for the Town within the next five years, reviewed annually.

Capital Project: Item included within the Capital Improvement Program shall effect the improvement or betterment of the physical plant and equipment of the Town by construction or replacement/purchase of equipment with a durable life of at least three (3) years and a cost of \$10,000 or more. Ordinary repairs and maintenance of a recurring nature shall not be considered a Capital Project.

Capital Budget: The portion of the Capital Improvement Program listing the costs of projects and purchases by fiscal years.

D. POLICY GUIDELINES

1. Incurring Debt is an extraordinary method of funding ordinary expenses: The Capital budget should be funded from current revenues. Debt should only be used as a funding source when absolutely necessary.
2. Incurring Debt Without Jeopardizing Credit Standing: Securing a bond rating as high as possible is desired because such a rating will reduce debt issuance and borrowing costs by helping to obtain a lower interest rate at the time of borrowing. Bond rating agencies look at a variety of factors when evaluating a community, including but not limited to debt burden, financial condition and reserves, and socioeconomic indicators.

3. Managing Debt Burden

A critical measure for bond rating agencies is the ratio of debt service payments to total expenditures. The Town recognizes that maintaining debt levels within industry standards allows the Town to more easily maintain its credit standing. Bond rating agencies consider individual community needs and circumstances (including emergencies) when evaluating the fiscal health of a community. Thus, while exceeding such limits could threaten our bond rating, other criteria are taken into account. The Town's consideration of exceeding the limits, should be reserved for extraordinary or unforeseeable circumstance.

The Town will endeavor to manage debt so as not to exceed the following ratios which are reflective of municipal bonding standards:

Gross General Fund debt service/General Fund expenditures	15%
And	
Net General Fund debt service/General Fund expenditures	10%

4. Reserve Policy

Reserves reflect a community's ability to react to unforeseen circumstances and to minimize or avoid borrowing for capital expenditures. The Town will endeavor to continue its policy of maintaining reserves at 10% of General Fund Expenditures. Reserves are defined to include the Town's Stabilization Fund and Free Cash.

5. Economic Indicators

The growth of a community's tax base, commercial and industrial development, strength of the largest employers, and population are examined by bond rating agencies. The demographics of a community are an important indicator of its ability to repay debt. Average income per capita, unemployment rates, and the economy in general are items of interest during the evaluation process. The Town recognizes that such factors, while largely beyond its control, will affect the overall fiscal health of the community. Also, a particularly poor or robust economy may influence a decision to incur debt.

- cost estimates with potential source of funding
- a statement as to additional personnel and operating expenses
- recommended disposition of any replaced items
- a narrative justification

Such information is necessary to ensure that any proposed capital project can be well analyzed, and if included in the Capital Improvement Program, that it can be adequately financed within the limits of the Town's financial structure. In this way, the CIP provides an effective means of preserving as well as adding to the physical assets of the Town.

The Town will strive to maintain a level debt obligation in order to adequately fund its Capital Improvement Program.

2. Procedural Review

The Town Administrator will request annually that departments and agencies, including the Blackstone Valley Vocational Regional School District, submit projects for the Capital Improvement Program.

The Town Administrator shall annually submit a Capital Improvement Program to the Board of Selectmen and the Finance Committee at least one hundred fifty (150) days before the start of each fiscal year. It shall be based on material prepared by a Capital Planning Committee established by by-law, if any, including:

- (a) a clear and concise general summary of its contents;
- (b) a list of all capital improvements proposed to be undertaken during the next ensuing five (5) years, with supporting information as to the need for each capital improvement;
- (c) cost estimates, methods of financing and recommended time schedules for each improvement; and,
- (d) the estimated annual cost of operating and maintaining each facility and piece of major equipment involved.

This information is to be annually revised by the Town Administrator with regard to the capital improvements still pending or in the process of being acquired, improved or constructed.

F. APPROPRIATE USES OF DEBT

1. Borrowing versus Cash

The Town will endeavor to finance Capital Improvement Projects with a total cost of less than \$50,000 through cash appropriation rather than borrowing.

2. Useful Life

When Borrowing for a capital project, the Town will ensure that bonds issued will not exceed the useful life.

H. POLICY IMPLEMENTATION

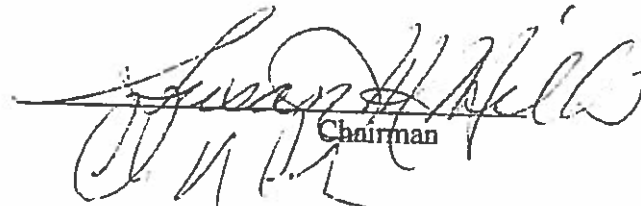
1. Review

Initially, the first year after it is adopted by the Board of Selectmen, and periodically thereafter, at least every three years, the Debt Policy will be reviewed by the Finance Committee, the Town Administrator and Treasurer/Collector. Recommendations for amendments, if any, shall be made to the Board of Selectmen.

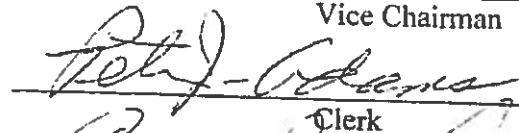
2. Annual Goal Setting

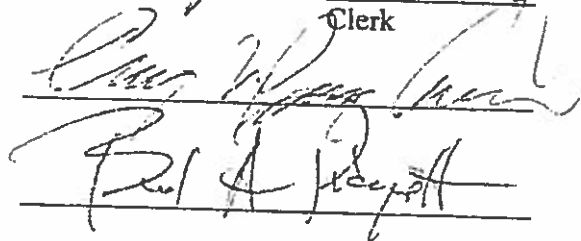
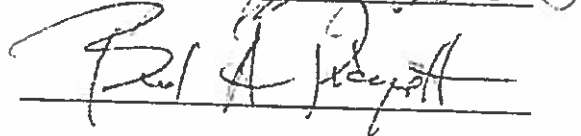
Prior to the start of the preparation of the annual budget, the Town Administrator will invite discussion with the Board of Selectmen, Finance Committee and Department Heads, to discuss operating expenditure and debt service goals including the maintaining of and/or improvement of our Bond Ratings.

Adopted by the Board of Selectmen May 4, 2004


Chairman


Vice Chairman


Clerk

Capital Funding Source: There are six major sources to fund the Capital Improvement Program.

1. Debt excluded from Proposition 2 ½ - authorized by ballot question.
2. Debt included within the budget – vies for the same funds as department and articles.
3. Debt included in the budget but paid for by utility rates i.e., sewer debt.
4. Leases – leases/purchases of equipment such as photocopiers to fire trucks.
5. Operating cash – part of the municipal budget.
6. Grants – local, state, federal grants as contribution to the Capital Project.

General Fund Gross Debt Services: Annual debt payments (principal and interest) for which the Town is liable; inclusive of assessments from regional school districts, Town appropriations, and debt exclusions.

General Fund Net Debt Service: After state reimbursement, the annual debt payments (principal and interest) for which the Town is liable, inclusive of assessments from regional school districts, Town appropriations, and debt exclusions.

C. STATUTORY LIMITS

Two statutory limits restrict debt:

Levy Ceiling

Massachusetts General Laws, Chapter 59, Section 21C caps the amount of property taxes a community can levy each year. A community cannot levy in excess of 2.5% of the total full and fair cash value of all taxable real and personal property. The levy ceiling without debt exclusions is \$25 per \$1,000 assessed value. The levy ceiling is important as it relates to the Town's ability to raise enough taxes to finance the annual budget, including debt services.

Debt Limit

The maximum amount of debt a municipality may incur is defined in Massachusetts General Laws, Chapter 44, Section 10. For towns, the debt limit is set at 5% of the town's equalized valuation (EQV). Statutory provisions exist to petition the State to increase this level to 10% if need be.

Debt incurred by a regional school district is not considered when tallying an individual town's debt relative to its statutory debt limit. Planners however, should be cognizant of regional school debt assessment when evaluating debt burden and budget growth.

The Town will endeavor to manage total issued and authorized debt so as not to exceed 4% of the Town's equalized valuation (EQV).

6. Affordability Guidelines

The Town recognizes that measuring "affordability" is not an objective process. Quantifying affordability will be done with the following goals:

- to maintain services while incurring debt
- to ensure a high tax collection rate
- to anticipate the cyclical nature of the economy
- to delay an operational override of Proposition 2 ½
- to prevent financial hardship

7. Managing Tax Burden

The Town will endeavor to control the increase in total expenditures (operations and debt) so that the projected annual growth in the tax rate (exclusive of revaluations) does not exceed a range of 5% - 7%. A range recognizes the flexibility needed to address yearly variations in total expenditures (operational and debt services). This range will be determined after considering the Town's goal to provide services at a level that meets the demands of its growing population. Any deviation from this range should be reserved for extraordinary or unforeseeable circumstances.

8. Financial Modeling Tools

The modeling tools of choice to assist with the managing the growth of the tax burden are included in attachments A and B. Attachment A utilizes the tax rate increase (exclusive of revaluations) adopted by this policy to project the difference between the amount of forecasted tax receipts available to finance debt service after all other expenditures are financed, and the amount necessary to finance projected debt service for all proposed CIP projects. Attachment B is intended to project annual and cumulative debt service impacts on the budget and tax rate. Proposed projects can be added to the model to demonstrate the impact on budget and tax rate. Attachment B also incorporates this policy's limits to show the availability of funding for new debt. These modeling tools require both operational and capital improvement projections.

E. CAPITAL IMPROVEMENT PROGRAMS

1. Five Year Capital Improvement Program

The Capital Improvement Program (CIP) is a comprehensive list of major public improvement projects and purchases that are proposed for the Town within the next five years. Each year the CIP is reviewed and extended for an additional year, thus maintaining a five-year program. The annual review to adjust to its changing circumstances, and, as needs change, plans and priorities can be readjusted.

Each recommended capital improvement item or project shall include

- department submission information
- departmental priority rating
- fiscal year of implementation
- purpose or status of the project
- a description of the project

3. Capital Expenditure versus Capital Improvement Project

Capital expenditures not meeting the criteria for inclusion in the Capital Improvement Program should be financed through inclusion within operating budgets.

G. FINANCIAL STRATEGIES

1. Exclusions From Proposition 2 ½ Limits

The maximum amount a community can collect in taxes in a given year is its levy limit. Proposition 2 1.2 (Massachusetts General Laws, Chapter 59, Section 21C) restricts growth in the levy limit from one year to the next by limiting the growth to an increase of 2.5% over the prior fiscal year plus any increase in valuation due to new growth in the community.

There are provisions that allow the community to exceed the limits of 2 ½:

The "Debt Exclusion" option is a temporary tax increase used to raise additional taxes to fund capital projects for which the community may borrow as defined in Massachusetts General Laws, Chapter 44, Sections 7 and 8. The additional amount is added to the levy limit only during the life of the debt.

A community may also temporarily exceed the levy limit by raising additional taxes for a capital improvement in order to finance the purchase with cash. Such a "capital outlay expenditure exclusion" is used for the year in which the capital item is acquired.

The Town will continue its policy to raise appropriations for large projects, such as school or municipal buildings, outside the limits of Proposition 2 ½, in order to maintain budget stability within the limits of Proposition 2 ½. Other debt should be planned and issued within the levy limit in a manner that has minimal impact on other budgetary requirements.

In years when significant debt is retired, the Town will make every effort to appropriate funds into the Stabilization Fund, reflective of the long-term capital needs of the Town. It is not the purpose of this policy to increase operating budgets by using retired debt as a source of funds.

2. State, Federal and other sources of funding

State, Federal and other sources of funding including grants and reimbursements, will be sought for eligible Town and School projects.

**DISCUSSION ITEM 7A: TENTATIVE SCHOOL COMMITTEE BUDGET
COMMITTEE MEETINGS**

NOTES:

Requested by Craig Dauphinais

**DISCUSSION ITEM 7B: BROOK PADGETT CONTINUATION OF
SERVICES ON LIBRARY BUILDING COMMITTEE AS SELECTMEN
REPRESENTATIVE**

NOTES:

Requested by Craig Dauphinais

DISCUSSION ITEM 7C: PLANNING BOARD APPOINTMENT

NOTES:

Requested by Bruce Spinney

Sharon L. Carroll-Tidman

[REDACTED]
Grafton, MA 01519

17 May 2018

Kandy Lavallee
Grafton Town Clerk
30 Providence Road
Grafton, MA 01519

RECEIVED TOWN CLERK
GRAFTON, MA
2018 MAY 17 PM 4:07

Re: My concession of the contested Planning Board seat.

Dear Kandy,

I am writing to let you know I am conceding to Bob Hassinger for the contested Planning Board seat. Bob will provide the planning board many years of experience. The loss of his expertise could impede the great work the board is planning to do. I also want to avoid a recount and delay to the filling of this seat. Hopefully this enables the board to move forward as quickly as possible.

Thank you for your help with this matter and let me know if you need anything else from me.

I know there is another open seat due to Dan Graham resigning. Please let the Board of Selectman know that I am interested in filling that position.

Regards,



Sharon L. Carroll-Tidman

DISCUSSION ITEM 7D: 20 CREEPER HILL ROAD PROPERTY

NOTES:

Requested by Bruce Spinney

MEETING MINUTES ITEM 8A: APRIL 17, 2018

If the Board so chooses to approve the minutes:

I MOVE the Board vote to approve the meeting minutes for April 17, 2018.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602

www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

April 17, 2018

Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

A regular meeting was called to order at 7:01 p.m. Present was Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jenifer Thomas and Brook Padgett. Staff present was Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

ANNOUNCEMENTS

Mr. Spinney made the following announcements:

- Grafton Clean-Up Day will be held on April 28, 2018. This Earth-friendly Event is for the entire family and will begin at the Grafton Common at 9:00am. Please visit our website at www.grafton-ma.gov for more information. This event is sponsored by the Grafton Garden Club.
- The Community Harvest Project is holding a Lunch and Learn on Wednesday, April 25, 2018. Go to the event to learn how to improve access to healthy fruits and vegetables for those who need them most. The event starts at 11:30 and ends with a tour of the farm. Please RSVP to Carolyn Ambrose at 774-545-5409
- Salmon VNA & Hospice is holding a Supplies Drive April 16-30th. Donations will go to patients in the Grafton and Central MA area. There is a collection bin located at the entrance of the Municipal Center near the Boards & Committee's posting wall and at Anytime Fitness. Items requested for donation would include: Blankets, socks, slippers, playing cards, board games, play doh, stress balls, new stuffed animals and CD's.

**NEW BUSINESS ITEM 4G: NOTICE TO AWARD – ADAMS ROAD / INSTITUTE ROAD
CONTRACT – BORGES CONSTRUCTION**

Present for the discussion was Brian Szczurko, Assistant Town Engineer. Ms. Meekins noted the proposal from Borges was at the lowest cost of those received. Mr. Szczurko added that Main Street and Potter Hill Road would be the priority for the season, and

40 this project would be complete pending the funding is remaining. The Board and Staff
41 discussed the price point of the proposal.

42 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to authorize the Chairman to sign the
43 Notice to Award for the Adams /Institute Road contract to Borges Construction in the
44 amount of \$651,172.35. **MOTION** carried unanimously 4 to 0.

45 **SCHEDULE ITEM 1A: PUBLIC HEARING – ENERGY AGGREGATION PROGRAM –**
46 **RENEW CONTRACT**

47 **MOTION** by Mr. Hanna, **SECOND** by Mr. Padgett, to open the Public Hearing for the
48 Energy Aggregation Program. **MOTION** carried unanimously 4 to 0.

49 Present for the hearing John Gromer of Peregrine Energy Group and John Shortsleeve
50 of Bay State Consultants. Mr. Gromer reviewed the details of the energy program, noting
51 that there are currently 54,000 residential accounts enrolled in Grafton. Benefits of the
52 aggregation include a lower average cost over the course of the year and operates at a
53 consistent monthly cost to consumers. He informed the Board that this year has been
54 incredibly successful and explained that the Town has proposed to increase the fund by
55 .010 cents/kwh in order to raise funds for the town to be used for energy improvements.
56 This cost would have insignificant effects to individual users, however the town could
57 potentially raise approximately \$54,000 per year. Ms. Meekins noted that the Board gets
58 to vote when the program is put in action and that use of the funds would be restricted.
59 She added that voting to enter into the agreement only give us the option to put this
60 program in to action.

61 **MOTION** by Mr. Hanna, **SECOND** by Mrs. Thomas, to close the Public Hearing for the
62 Energy Aggregation Program. **MOTION** carried unanimously 4 to 0.

63 **MOTION** by Mr. Hanna, **SECOND** by Mr. Padgett, enter in to enter into Executive Session
64 for the purpose of reviewing indicative pricing for the Electric Aggregation Program as
65 well as discussing strategy with respect to litigation. Our regular meeting will reconvene
66 following Executive session.

67 Mr. Spinney noted that to discuss this matter in open session would be detrimental to the
68 towns interest.

69 **Roll Call Vote:** Padgett, Aye; Spinney, Aye; Hanna, Aye; Thomas, Aye. **MOTION** carried
70 unanimously 4 to 0.

71 At 7:20 p.m. the Board of Selectmen recessed from their regular meeting and entered in
72 to Executive Session.

73 Board of Selectmen reconvened their regular meeting at 7:45 pm.

74 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the proposed amendment
75 to the current energy aggregation agreement to implement the proposed adder. **MOTION**
76 carried unanimously 5 to 0.

78 **SCHEDULE ITEM 1B: MILL VILLAGES ADVISORY COMMITTEE**

79 Present for the discussion was Chairman Philip Gauthier and Ken Grew. Mr. Gauthier
80 noted the recent meeting the Committee had with Paul Courmoyer, DPW Director and
81 Town Planner, Joseph Laydon. Mr. Grew reviewed the working list of the Committee
82 including the park dedication, benches, landscaping details, security chains. He noted the
83 difficulty with the topic of irrigation for the park due to the south Grafton Water District
84 restrictions. Connecting the waterways to areas in the north and south in order to provide
85 extended access by boaters. The living lab's power supply was discussed and the cost
86 of getting it up and running again was discussed. Committee Member Ann Morgan joined
87 the discussion. She noted the history of the funding for the greenhouse/living lab and the
88 need to sure up the structure for safety sake. She noted that the greenhouse/living lab is
89 there for learning but also functions to clean up the present-day leaking from unlocated
90 underground tankers. She recommended that Nick Bernatt be contracted in order to
91 make progress with reinvigorating the greenhouse/living lab. Mr. Grew discussed the
92 projects draw to developers and its importance to South Grafton. Mr. Spinney expressed
93 his enthusiasm to take an active role in re-energizing the project. The Brick program was
94 discussed and the Assistant Planner Rachel Benson was noted as point person for the
95 project. Flag day for 2018 is coming together with attendants including the Highschool
96 band, and the Knights of Columbus. Erosion of the walking trail is a current discussion
97 point with town staff. Mrs. Morgan noted that VHB would be finalizing the next phase of
98 the Riverwalk project in the upcoming months. The visual integrity of the fence to replace
99 the boulders in the park was valued during the discussion. Board Members requested a
100 quote for the proposed fence design.

101 **SCHEDULE ITEM 1C: PUBLIC HEARING – TRANSFER OF STOCK AND CHANGE**
102 **OF OFFICERS FOR WINE AND MALT BEVERAGE LICENSE – OM SAIRAM CORP.,**
103 **DBA VALLEY PLAZA DISCOUNT LIQUOR – 43 MAIN STREET**

104 Mrs. Thomas read the legal notification for the Public Hearing. Mr. Spinney opened the
105 public hearing. Transfer of ownership was specified.

106 **MOTION** by Mr. Padgett, **SECOND** by Mr. Hanna, to open the Public Hearing for the
107 transfer of stock and change of officers for the wine and malt beverage license for Om
108 Siram Corp, dba Valley Plaza Discount Liquor located at 43 Main Street. **MOTION** carried
109 unanimously 5 to 0.

110 Present for the discussion was Legal Representation Matthew Porter, as well as the
111 proposed new co-owner, Jignesh Patel. It was noted that the location has not reports of
112 underage sales. Mr. Patel stated that he was a former owner of the store.

113 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, close the Public Hearing transfer of
114 stock and change of officers for the wine and malt beverage license for Om Siram Corp,
115 dba Valley Plaza Discount Liquor located at 43 Main Street. **MOTION** carried
116 unanimously 5 to 0.

117 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the transfer of stock and
118 change of officers for the wine and malt beverage license for Om Siram Corp, dba Valley
119 Plaza Discount Liquor located at 43 Main Street. **MOTION** carried unanimously 5 to 0.

**SCHEDULE ITEM 1D: PUBLIC HEARING: CHAPTER 61A – VOTE TO EXERCISE
FIRST RIGHT OF REFUSAL – 43 ESTABROOK ROAD (CONT. FROM 3/20/18)**

Ms. Meekins stated that the hearing was continued from March 20, 2018. She updated the Board on history of the parcel. Present for the discussion was Scott Goddard, the interested purchaser of the property and currently the owner of adjacent property located at 124R North Street. He stated that he does not have any intended uses for this property and noted the presence of wetlands on the property. He added that there is no road access to 73R Old Westboro Road. Mr. Spinney noted his concern with the possibility of a 40B by way of Mr. Goddard's current property on North Street.

MOTION by Mr. Hanna, **SECOND** by Mrs. Thomas, to close the Public Hearing for 73 Rear Old Westboro Road, formally referred to as 43 Estabrook Road. **MOTION** carried unanimously 5 to 0.

MOTION by Mr. Hanna, **SECOND** by Mrs. Thomas, to not excise (waive) its right of refusal for 73 Rear Old Westboro Road, formally referred to as 43 Estabrook Road, and send the current owner notice of intent. **MOTION** carried unanimously 5 to 0.

**ITEM 3B: APPOINTMENTS – TOWN ADMINISTRATOR: FULL TIME PARKS AND
CEMETERIES LIGHT TRUCK DRIVER – CHASE HECK:**

Mr. Heck would replace Rob Schneider who just retired. Mr. Heck is a Grafton resident and holds a friendly regard with other members of the Division.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, affirm the Town Administrators appointment of Chase Heck as a Full Time Light-Truck Driver for the Parks and Cemeteries Division. **MOTION** carried unanimously 5 to 0.

**NEW BUSINESS ITEM 4A: VOTE TO APPROVE – COMMON VICTUALLERS
LICENSE – ELMS CAFÉ & CATERING, LLC – 200 WESTBORO ROAD, N. GRAFTON,
MA**

Present for the discussion was Denise Kapulka-Cariglia and John Mauro. It was noted that the application to the Board of Health was just recently submitted.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to approve the Common Victuallers License for Elms Café and Catering, LLC Located at 200 Westboro Road pending the submission and approval with the Board of Health for a food permit. **MOTION** carried unanimously 4 to 0.

The applicant noted their long-time service to the Tufts community.

**NEW BUSINESS ITEM 4B: VOTE TO APPROVE – ONE DAY BEER AND WINE
LICENSE – MAY 18, 2018 – COMMUNITY HARVEST PROJECT**

Carolyn Ambrose was present for the discussion and noted the purpose for the event.

MOTION by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the One Day Beer and Wine License for May 18, 2018 for the Community Harvest Project. **MOTION** carried unanimously 4 to 0.

158 **NEW BUSINESS ITEM 4C: VOTE TO APPROVE – ONC DAY ALL ALCOHOLIC**
159 **LICENSE – MAY 12, 2018 – CUMMINGS SCHOOL OF VETERINARY MEDICINE AT**
160 **TUFTS UNIVERSITY**

161 No discussion.

162 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the One Day All Alcoholic
163 License for May 12, 2018 for the Cummings School of Veterinary Medicine at Tufts
164 University. **MOTION** carried unanimously 4 to 0.

165 **NEW BUSINESS ITEM 4D: VOTE TO APPROVE – ONE DAY BEER AND WINE**
166 **LICENSE – MAY 27, 2018 – VETERANS OF FOREIGN WAR OF UNITED STATES,**
167 **INC. – SOUTH GRAFTON COMMUNITY HOUSE**

168 No discussion.

169 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, to approve the One Day Beer and
170 Wine License for May 27, 2018 for the Veterans of Foreign War of the United States, Inc.
171 **MOTION** carried unanimously 4 to 0.

172 **NEW BUSINESS ITEM 4E: DISCUSS AND VOTE TO SIGN – IMA CITY OF**
173 **WORCESTER (HEALTH ALLIANCE) – CONTRACT RENEWAL**

174 Mr. Hanna recused himself from the discussion.

175 Present for the discussion was Phil Ledger and Karyn Clark representing the Worcester
176 Health Alliance. They gave the Board Members a brief over view of the services
177 provided, such as Title Five inspections, septic plan review and overhaul of permit fees.
178 Ms. Meekins noted a consistent 2% increase along with an additional \$25,000 cost for
179 Title Five inspections which the contract now covers. The potential was discussed to
180 revisit the contract should development in town slow down. Ms. Meekins added that she
181 doesn't foresee development slowing down. Mr. Ledger noted that recommendations for
182 capturing further revenue could potentially be explored. Discussion pertaining to the
183 service cost and funding for providing a level service across communities was noted to
184 have been developed through a community-based committee of which the Town
185 Administrator Tim McInerney was very involved.

186 James Gardiner of 10 Fay Mountain Road, member of the Board of Health, joined the
187 discussion. He gave a review on the Board of Health's feedback on the contract, which
188 included the request for a further breakdown of the contract costs. It was noted that a
189 fee breakdown was provided earlier in the year. Ms. Meekins added that the Health
190 Alliance completes a review memo monthly. Mr. Gardiner requested that a further
191 financial analysis be investigated, such as the cost of sharing services with a
192 surrounding town.

193 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, to sign the Inter-Municipal
194 Association contract with the City of Worcester Health Alliance, contingent on the review
195 of the Worcester Law Department on regular Title Five review. **MOTION** carried
196 unanimously 4 to 0.

197 **NEW BUSINESS ITEM 4F: VOTE TO DECLARE PROPERTY LOCATED AT 53**
198 **MILLBURY STREET AS SURPLUS LAND**

199 At 9:00 p.m. Mr. Hanna rejoined the meeting.

200 Ms. Meekins noted the actual address of the property being 53 Millbury Street and the
201 need to separate off the land used to run the Brush Dump, currently existing on the
202 property. Mr. Spinney shared the Affordable Housing's interest in the property for the
203 future potential of a 40B development. He expressed the need for a market analysis,
204 engineering plan and further workings with the Affordable Housing Trust (AHT) prior to
205 October Town Meeting. Ms. Meekins informed the Board that there was a preliminary
206 plan provided by the AHT prepared by Graves Engineering, Inc. however, there were
207 still many steps in between for readying the property for the AHT. Ramond Guilmette,
208 Jr. asked the Board if there were any deed restrictions on the property enacted when
209 the land was purchased by the Town. Michael Curewitz requested clarification on the
210 definition of Surplus Land. Ms. Meekins stated the administrative requirements and the
211 Town's need for retaining the area that is now the Brush Dump. The Board requested
212 further details from the AHT in order to proceed, including necessary ANR plans, and
213 title searches.

214 **ITEM 6: CORRESPONDENCE**

215 No correspondence discussed.

216 **DISCUSSION ITEM 7A: LIGHTING AT THE GRAFTON COMMON**

217 Mr. Spinney noted the areas that are well lit and the absence of crosswalks. The Board
218 noted the need to explore ways to further improve pedestrian safety by way of a complete
219 analysis.

220 **ITEM 5: SELECTMEN REPORTS / TA REPORTS**

221 Mr. Hanna requested the TA Report. Ms. Meekins noted the following:

- 222 • The municipal solar installation is 90% complete.
- 223 • IT services were received last week; approximately 9 bids were received. Contract
224 execution is estimated in mid-May.
- 225 • Grant award was received for public safety and security.
- 226 • Health Insurance Plans were sent out to retirees and employees. Information
227 sessions will be held prior to enrollment deadlines.

228 **MEETING MINUTES ITEM 8A: BOARD OF SELECTMEN – APRIL 10, 2018**

229 **MOTION** by Mrs. Thomas, **SECOND** by Mrs. Hanna, to approve the drafted meeting
230 minutes of April 10th, 2018. **MOTION** carried unanimously 5 to 0.

231 **ADJOURN**

232 **MOTION** by Mr. Hanna, **SECOND** by Mr. Padgett, to adjourn the meeting. **MOTION**
233 carried unanimously 5 to 0. Meeting adjourned at 9:23 p.m.

234
235 **EXHIBIT LIST:**

- 236 • Mill Villages Information Packet, received from Kenneth Grew, no date; 13 pages.
- 237 • Application Packet for Transfer of Stock and Change of Officer for Wine and Malt
238 Beverage License, Om Sairam Corp. (dba Valley Plaza Discount Liquor; no date;
239 43 pages.
- 240 • Request for Release from Chapter 61A, 73 Rear Old Westboro Road, formally
241 known as 43 Estabrook Road, includes the following:
- 242 o Legal Notice, dated March 1, 2018, received by the Town Clerk on April 2,
243 2018; 1 page.
- 244 o Notice of Intent to Sell from Law Office of Lauren P. Smith, dated March
245 201, 2018, received on March 27, 2018; 12 pages.
- 246 o Correspondence from Board of Assessors, to Board of Selectmen, RE:
247 Chapter 61A recommendation, Knowlton Farm Nominee Trust, dated April
248 17, 2018, received April 17, 2018; 1 page.
- 249 • Email from Paul Courmoyer to Rebecca Meekins, Subject: Cemetery Light Truck
250 Driver, dated April 10, 2018; 2 pages.
- 251 • Application for Common Victuallers License, Elms Café & Catering, LLC, dated
252 April 9, 2018; 2 pages.
- 253 • Application Packet for One Day Beer And Wine License, Community Harvest
254 Project on May 18, 2018; 4 pages.
- 255 • Application for One Day All Alcoholic License, Cummings School of Veterinary
256 Medicine at Tufts University for May 12, 2018; 5 pages.
- 257 • Application for One Day Beer and Wine, Veterans of Foreign War of the United
258 States, Inc., May 27, 2018; 2 pages.
- 259 • Correspondence from Karyn E. Clark, Director, To Timothy P. McInerney, RE:
260 Regional Public Health Accomplishments, Dated April 9, 2018; 5 pages.
- 261 • Memorandum to the Board of Selectmen from Town Administrator, Re:
262 Intermunicipal Agreement, Dated March 27, 2018; 1 page.
- 263 • Intermunicipal Agreement by and Between the Town of Grafton and the City of
264 Worcester, no date; 12 pages.
- 265 • Correspondence, from Brian Szczurko, Re: Institute Road and Adams Road
266 Drainage Improvements Bid Evaluation and Recommendation, dated April 12,
267 2018; 1 page.
- 268 • Correspondence from Gregory Russell, Re: Institute Road and Adams Road
269 Drainage Improvements Bid Evaluations and Recommendation, Dated April 13,
270 2018; 1 page.
- 271 • Notice of Award, dated April 17, 2018; 2 pages.

- Bid Opening Checklist, Adams Road & Institute Road Drainage Project, Dated March 28, 2018; 2 pages.
- Draft Meeting Minutes from Board of Selectmen Meeting held on April 10, 2018; 3 pages.

DRAFT

Approved by the Board of Selectmen on _____.

MEETING MINUTES ITEM 8B: MAY 01, 2018

If the Board so chooses to approve the minutes:

I MOVE the Board vote to approve the meeting minutes for May 01, 2018.



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**BOARD OF SELECTMEN
MEETING MINUTES**

May 01, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

A regular meeting was called to order at 7:00 p.m. Present was Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jenifer Thomas, Craig Dauphinais and Brook Padgett. Staff present was Town Administrator Tim McInerney, Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

ANNOUNCEMENTS

Mr. Spinney made the following announcements:

- The Board would like to congratulate Marianne Devries, Administrative Assistant to the Chief of Police for receiving the 2018 Thomas S. Green Public Service Award. Marianne was one of 5 Municipal Government employees chosen to receive this distinguished award.
- Grafton was named a 2017 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management. Grafton achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation. We are one of more than 3/400 Tree City USA's with a combined population of 140 Million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and National Association of State Foresters.
- The 29th annual Grafton gazebo road race is Saturday May 5 at 10am. You can register online until Thursday at graftonrec.com or day of in the senior center lobby starting at 8:45am

Dean Deborah T. Kochevar and Dr. Joyce Knoll, Cummings School of Veterinary Medicine at Tufts University greeted the Board and announced that Dean Kochevar's position is changing. Provost, David Harris will be moving on to New York and Dean Kochevar will be wearing both the hat of Dean and Provost while being assisted by Dr. Joyce Knoll, who will serve as interim Dean. Dean Kochevar noted that she would like to see the science park more heavily used as well as the BSL3 Lab on campus. She added that she was grateful for her experience in Grafton. Dr. Knoll, a resident of Northborough,

expressed her excitement to be joining Tufts and working in Grafton. She noted the upcoming clinic that will offer vaccines to pets free of charge for low income residents. Dean Kochevar noted that she hopes that the Town will reach out for anything that comes up.

RESIGNATION ITEM 2A: ECONOMIC DEVELOPMENT COMMISSION – JIM COLLETTE

MOTION by Mr. Dauphinais, **SECOND** by Mr. Hanna, to affirm the resignation of James Collette from the Economic Development Committee. **MOTION** carried unanimously 5 to 0.

RESIGNATION ITEM 2B: MILL VILLAGES ADVISORY COMMITTEE – ANDREW KJELLBERG

MOTION by Mr. Padgett, **SECOND** by Mr. Hanna, to affirm the resignation of Andrew Kjellberg from the Mill Villages Advisory Committee. **MOTION** carried unanimously 5 to 0.

APPOINTMENT ITEM 3A: BUILDING DEPARTMENT: LARRY ZWICKER – PART-TIME MAINTENANCE POSITION

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to affirm the Town Administrator's Appointment of Larry Zwicker to the Part-time Maintenance Position. **MOTION** carried unanimously 5 to 0.

APPOINTMENT ITEM 3A: DEPARTMENT OF PUBLIC WORKS: MATTHEW CAMPBELL – FULL-TIME DPW MECHANIC

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to affirm the Town Administrator's Appointment of Matthew Campbell to the Full-Time DPW Mechanic Position. **MOTION** carried unanimously 5 to 0.

NEW BUSINESS ITEM 4B: VOTE TO APPROVE: ONE DAY BEER AND WINE – APPLE TREE ARTS – MAY 19, 2018

MOTION by Mr. Padgett, **SECOND** by Mr. Hanna, to approve the One Day Beer and Wine License for Apple Tree Arts for May 19, 2018. **MOTION** carried unanimously 5 to 0.

NEW BUSINESS ITEM 4C: VOTE TO APPROVE: ONE DAY ALL ALCOHOLIC – JAMES BASKOWSKI – MAY 12, 2018

Mr. Dauphinais recused himself from the conversation.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to approve the One Day All Alcoholic License for James Baskowski for May 12, 2018. **MOTION** carried unanimously 4 to 0.

Mr. Dauphinais rejoined the meeting.

78 **NEW BUSINESS ITEM 4D: WAIVE PERMIT FEES FOR LIBRARY RENOVATION AND**
79 **DPW BARN PROJECTS**

80 **MOTION** by Mr. Padgett, **SECOND** by Mr. Hanna, to waive the permit fees for the library
81 renovation and DPW Barn Projects. **MOTION** carried unanimously 5 to 0.

82 **NEW BUSINESS ITEM 4E: PUBLIC EMPLOYMENT COMMITTEE**

83 Ms. Meekins explained that the PEC is made up of representatives from all of the
84 bargaining groups in town. This agreement gives town the ability to go back and
85 negotiate plan design changes in the event of a large increase in the years to come.

86 **MOTION** by Mr. Padgett, **SECOND** by Mr. Dauphinais, to sign agreement with the Public
87 Employment Committee. **MOTION** carried unanimously 5 to 0.

88 **NEW BUSINESS ITEM 4A: SCHOOL RESERVE ACCOUNT – CD REQUEST**

89 Mr. Dauphinais noted that he requested this item to be placed on the agenda to get the
90 opinion of the Administration. Mr. McInerney noted that he is in support of creating the
91 account but is concerned with the spending of that account. Mr. Dauphinais noted that
92 his concern lies down the road with the future use of the funding. Mr. McInerney noted
93 that other towns are creating accounts with turn back money. He added that he would like
94 to see the school contribute annually to the account and possibly lessen the seed money
95 used to start the account. The Board discussed the workings of such a fund within the
96 budget.

97 Peter Carlson, the Chair of the School committee spoke to the Board about the outcome
98 of their last meeting. He added that both the Board of Selectmen and the School
99 Committee would have to vote in order to use stabilization account funds. Laura Often,
100 Vice Chair of the School Committee joined the meeting to discussed potential uses for
101 the funds. She noted that in the past there has been \$300K left in stabilization annually.
102 Mrs. Often noted that the School doesn't have turnback money. Mr. Carlson stated that
103 the turn back funds for FY16 and FY17 were \$0. Mrs. Thomas noted that the school
104 currently has a circuit breaker of which \$200K was spent out of the total \$300k to be used
105 for the upcoming years operational budget. Mr. Carlson noted that the state reimburses
106 those funds \$0.70 on the dollar for the next years budget. Mr. Spinney noted the voting
107 process for utilizing funds from the reserve account and alternatively from a stabilization
108 account.

109 Mr. Dauphinais state the value in discussions between the Selectmen and the School. He
110 expressed his support for the account but prefers a lower figure. Mr. Padgett stated that
111 he believed the Town will not continue to fund this account on an annual basis. Mr.
112 Dauphinais requested that the School try to find funds to be turned back in the upcoming
113 years.

114 A seed of \$200K for the fund was discussed as being supported by the Selectmen, which,
115 Mrs. Often added, was also the recommendation of the Superintendent of Schools, Jay
116 Cummings. It was determined that the Board supports the decision of the School
117 Committee since the article was turned over to them at the last Selectmen's meeting. Mr.

118 Dauphinais added that he would like to see the account funded internally in the upcoming
119 years.

120 **ITEM 5: SELECTMEN REPORTS / TA REPORTS**

121 Mr. Dauphinais noted that the last Economic Development Commission meeting went
122 well and members welcomed John Allen, the Economic Development Coordinator. It was
123 noted that one members had resigned this past week. Mrs. Thomas shared that she had
124 attended the Municipal Vulnerability Preparedness (MVP) meeting.

125 Mr. McInerney gave updates on the following topics:

- 126 • A public service announcement pertaining to Town Meeting Warrant and Special
127 Town Meeting was sent out today. Fin Comm may be holding a public service
128 announcement as well.
- 129 • Projections for May 8, 2018 meeting.
- 130 • May 10th there will be a logistics meeting with Town Moderator, Ray Mead and
131 Finance Committee.

132 **DISCUSSION ITEM 7A: DISSOLVING THE TOWN OWNED LAND COMMITTEE**

133 Mr. McInerney explained to the Board that this committee was charged by the Selectmen
134 back in 1987 and according to the last recorded meeting minutes of this committee are
135 from December of 2004. The Board discussed the process in which the members were
136 appointed to the committee.

137 **MOTION** by Mr. Padgett, **SECOND** by Mrs. Thomas, to dissolve the Town Owned Land
138 Committee. **MOTION** carried unanimously 5 to 0.

139 Mr. Spinney requested the Board members opinion on discussion the State of the Town
140 at the upcoming meeting on May 8th. He requested that staff request a draft from the
141 Finance Committee so that the Board could review prior to Town Meeting Floor.

142 **ITEM 6: CORRESPONDENCE**

143 No correspondence was discussed.

144 **MEETING MINUTES ITEM 8A: BOARD OF SELECTMEN – APRIL 12, 2018**

145 **MOTION** by Mrs. Thomas, **SECOND** by Mr. Padgett, to approve the drafted meeting
146 minutes of April 12, 2018. **MOTION** carried unanimously 5 to 0.

147 **ADJOURN**

148 **MOTION** by Mr. Hanna, **SECOND** by Mr. Padgett, to adjourn the meeting. **MOTION**
149 carried unanimously 5 to 0. Meeting adjourned at 8:16 p.m.

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151 **EXHIBIT LIST:**

- 152 • Email, from Jim Collette to John Allen, Subject: EDC, dated April 24, 2018; 1 page.

- 153 • Correspondence from Andrew F. Kjellberg, dated April 23, 2018, received April 25,
154 2018; 2 pages.
- 155 • Correspondence from Paul Cournoyer, Re: DPW Mechanic, dated April 27, 2018;
156 1 page.
- 157 • Correspondence from Robert Berger, Inspector of Buildings, Re: Custodian – Part
158 Time Position, dated April 19, 2018; 1 page.
- 159 • One Day Beer & Wine Application Packet for Apple Tree Arts on May 19, 2018,
160 dated April 23, 2018; 4 pages.
- 161 • One Day All Alcoholic License Application Packet for Top Notch Bartenders and
162 Servers, LLC on May 12, 2018, no date;
- 163 • Formal Committee Charge, dated January 27, 1987 Meeting Minutes from the
164 Board of Selectmen.
- 165 • Board of Selectmen Charge, Town-owned Land Committee, Adopted September
166 6, 2011; 1 page.
- 167 • Correspondence from the Town Administrator, to Members – Board of Selectmen,
168 Re: Charge – Town-owned Land Committee, dated August 24, 2011; 1 page.
- 169 • Meeting Minutes from the Town Owned Land Committee, including the following:
170 o September 23, 2004; 1 page.
171 o November 17, 2004; 1 page.
172 o December 16, 2004; 1 page.
- 173 • Draft Meeting Minutes from the Board of Selectmen Meeting, Dated April 12,
174 2018; 3 pages.

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184 **Approved by the Board of Selectmen on _____**